

**UNITED STATES DISTRICT COURT**

District of Massachusetts – Western Division

Case Number 04CV30076KPN

Litchfield Financial Corporation,  
Textron Financial Corporation,  
Land Finance Company,  
Plaintiffs

V.

Buyers Source Real Estate Group, Buyers Source  
Valley Group, LLC, Buyers Source Sugarmill, LLC,  
Buyers Source, Savannah Lakes, LLC, Thomas H. Brewer,  
Frederick D. Blake, Betty M. Brewer, Susan Gard,  
Henry Montgomery, Lannie Campbell, Ronald P. Ferguson,  
Stephen A. Hudgins, Esq., Stephen A. Hudgins, P.C.,  
John C. Lumpkin, Esq., John C. Lumpkin, P.C.,  
William Gregory Seigler, Esq., Defendants

**ANSWER OF DEFENDANT RONALD P. FERGUSON**

COMES NOW the defendant Ronald P. Ferguson (hereinafter "Ferguson") with his answer to Plaintiff's Complaint and respectfully states as follows:

**COMPLAINT**

- 1: Cannot confirm or deny
- 2: Ferguson denies. Ferguson was not named in this Department of Housing and Urban Development ("HUD") complaint. Ferguson was not a party to any settlement(s) with HUD.

**PARTIES**

- 3-6: Cannot confirm or deny
- 7-16: Cannot confirm or deny.
- 17: Ferguson denies being a party of any of the allegations in this complaint. The timeline of all charges in this complaint were prior to Ferguson's involvement.

18: Ferguson denies being a party of any of the allegations in this complaint. The timeline of all charges in this complaint were prior to Ferguson's involvement. Ferguson denies that he profited from any Buyers Source Companies.

19-23: Cannot confirm or deny.

**JURISDICTION AND VENUE**

24-27: Ferguson denies.

28: Same answer as 17. Ferguson denies that any action taken by him caused any damage to Litchfield Financial.

29-31: Cannot confirm or deny.

**FACTUAL BACKGROUND**

31-33: Cannot confirm or deny.

34: Ferguson denies being a Buyers Source Defendant. Plaintiff fully knows that the language in this item is false and slanderous.

35-42: Ferguson denies and was not a party to any of these actions.

**CAUSES OF ACTION**

**COUNT I**

**BREACH OF CONTRACT**

Representations, Warranties, Covenants & Take Back Provisions  
(Thomas Brewer, Betty Brewer, BSVG, BSS, and BBSL)

43-46: Ferguson denies.

**COUNT II**

**FRAUD**

(Buyers Source Defendants)

47-60: Ferguson denies and restates that he was not known to either the Plaintiff or the other Defendants during the time of the counts.

**COUNT III**

**NEGLIGENT MISREPRESENTATION**

(Buyers Source Defendants and Counsel Defendants)

61-66: Ferguson denies and restates that he was not known to either the Plaintiff or the other Defendants during the time of the counts.

**COUNT IV**

**FRAUD IN THE INDUCEMENT**

(Buyers Source Defendants)

67-68: Ferguson denies and restates that the Plaintiff knows that Ferguson was not known to the Plaintiff or other Defendants during the time of this count.

69-71: Ferguson denies and states that plaintiff is fully aware that Ferguson was not a party to any of these actions.

**COUNT V**

**UNJUST ENRICHMENT**

(Buyers Source Defendants)

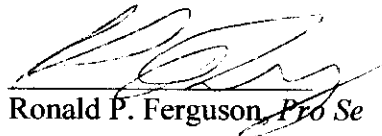
72-77: Ferguson denies all of these allegations. Ferguson is not a Buyers Source Defendant as described in this Suit. Ferguson further states that he was not enriched.

**LEGAL MALPRACTICE**

(Counsel Defendants)

78-80: Ferguson denies application of allegations regarding legal malpractice to him as he is not an attorney. In the alternative, Ferguson denies allegations.

Respectfully Submitted,

  
Ronald P. Ferguson, *Pro Se*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing answer was served upon the following by ordinary U. S. mail, this 23RD day of July, 2004.

United States District Court  
Western Division  
Federal Building  
Court House  
Clerks Office  
Tony Anastas, Clerk  
1550 Main Street  
Springfield, Massachusetts 01103

Jeffrey L. McCormick, Esq.  
Robinson Donovan, P.C.  
1500 Main Street, Suite 1600  
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